

June 4, 2012

The Mahaska County Board of Supervisors met in regular session on the above date at 9:00 a.m. in the third floor conference room of the Mahaska County courthouse. Present were the following board members: Chairman – Greg Gordy; Vice chairman – Ken Rozenboom, member – Henry W. VanWeelden. Also present were the following: Ken & Ginger Allsup, Osky News; Judy Funk, Heartland Insurance Risk Pool; Randy Kelley, Country Life Health Care; Jerome Nusbaum, Mahaska County Engineer; Ben Doak and Lynn Kaufman, University Park Council members; and Sue Brown, Mahaska County Deputy Auditor.

This meeting was filmed by Communications Research Institute of William Penn University.

Chairman Gordy opened the meeting at 9:00 a.m. with a moment of silence.

It was moved by Rozenboom seconded by VanWeelden to approve the agenda for today's meeting. All present voted aye. Motion carried.

It was moved by VanWeelden seconded by Rozenboom to approve the minutes of May 21 and 29, 2012. All present voted aye. Motion carried.

It was moved by VanWeelden seconded by Rozenboom to approve the bills for the month of May in the amount of \$593,563.19. All present voted aye. Motion carried.

Judy Funk reviewed the Heartland Insurance Risk Pool renewal information for FY 2013 with the board.

It was moved by VanWeelden, seconded by Rozenboom to approve a five day liquor license application from Sodexo Management Inc. All present voted aye. Motion carried.

It was moved by VanWeelden seconded by Rozenboom to approve the following Operation Agreement between Mahaska County and Country Life Health Care, Inc. which includes a \$1.50 per bed per day increase. All present voted aye. Motion carried.

**AGREEMENT BETWEEN
MAHASKA COUNTY, IOWA
AND
COUNTRY LIFE HEALTH CARE, INC.**

This Agreement entered into this Fourth day of June, 2012 by and between Country Life Health Care, Inc., an Iowa nonprofit corporation, hereinafter referred to as "Operator," and the County of Mahaska, an Iowa body corporate for civil and political purposes hereinafter referred to as "County."

WHEREAS, County through its elected Board of Supervisors owns the building and property that is operated as a Residential Care Facility referred to in this Agreement as "Facility," and,

WHEREAS, County and Operator intend that the Facility property continue to be used to provide residential care; and

WHEREAS, the parties have developed an understanding whereby this intent can be best realized and whereby the delivery system for the services will function in such a manner so that the Facility is not a public institution and County has divested itself of all responsibility and administrative control.

NOW, THEREFORE, IT IS AGREED by and between County and Operator as follows:

OPERATION. Operator agrees to operate the Facility as a Residential Care Facility providing such services as are now provided to the residents upon the terms and conditions contained herein.

TERM. This Agreement shall be for a term of twelve (12) months commencing July 1, 2012 and terminating on June 30, 2013.

PAYMENT FOR SERVICES. County agrees to pay Operator for the term of this Agreement the sum of \$225,745.20 for the services set forth below for not to exceed 12 residents at any time during the term of this Agreement. The 12 residents shall be designated by County in accordance with the rules and regulations of the State Department of Inspections and Appeals for Residential Care Facilities. The above sum shall be payable as follows: \$18,812.10 on the seventh day of each month throughout the twelve months of this Agreement. These sums shall be due and payable in full even though the number of residents placed in the Facility by County shall be less than 12. Residents in excess of 12 may be placed in the Facility by County, if space is available therefore, at the rate set forth by Country Life Health Care, Inc.'s statement and agreement. Operator agrees to take responsibility for and assist all residents at the Facility in applying for any financial assistance for which they may be eligible.

LICENSURE LEVEL. Operator shall meet or exceed all requirements of the State Department of Inspections and Appeals and all other regulating agencies necessary to maintain licensure level of the Facility as a Residential Care facility pursuant to Chapter 135C Iowa Code, and all rules promulgated by the Department of Inspections and Appeals in accordance with Chapter 17A, Iowa Code.

ANNUAL FINANCIAL REPORT. Operator shall obtain an annual financial and statistical report. The report shall be conducted as promptly as possible at the close of the Operator's first full fiscal year and every year thereafter. The results of each report shall be made available to the public.

DESCRIPTION OF SERVICES PROVIDED. Services provided beyond basic requirements of a residential Care facility shall include, but shall not be limited to:

Nursing Supervision: A Nurse shall be kept on staff to ensure appropriate medication supervision as well as supervision of general medical status.

Activities/Recreation/Socialization: Geared toward appropriate leisure time activities within the community should the resident move into less restrictive living arrangements.

Service Coordination: Coordination of services with agencies such as New Directions, Mahaska Vocational Services, Veterans administration Medical Centers, Department of Human Services, Indian Hills Community College and other providers for the residents' total well-being.

Adult Basic Education: Basic Education including reading, mathematics, writing and Independent Living Skills. Classes are taught to meet each individual's specific needs.

Transportation: Transportation of residents from the Facility to appointments with physicians, dentists, optometrists, psychiatrists, psychologists and various agencies within an eighty-five (85) mile radius of the Facility for necessary care. Also, transportation of residents for activities/recreation and work sites to be approved by Operator within the surrounding area.

Individual Program Planning: Individual Program Plans are coordinated with other agencies desiring input into the total plan of care for the residents.

Work Training/Self Worth Program: A work program to provide residents an opportunity to earn money and provide therapy to instill a feeling of self worth.

INVENTORY. The Operator agrees to maintain the written inventory of all equipment and supplies as of November 1, 1989 during the term of this Agreement.

EXPENSES. Upon termination of this Agreement, Operator shall be liable and pay for all such items incurred prior to the date of termination and received and/or billed after the date of termination.

INCOME. Upon termination of this Agreement, all income for care of residents prior to the date of termination, but received thereafter, shall be paid to Operator.

EQUIPMENT. Until such time as Operator might purchase the equipment of the Facility, Operator shall be responsible for the cost (up to a limit of \$25,000 for the duration of this Agreement) of major repairs which require specialized repair personnel and replacement of equipment.

INDEMNIFICATION. Operator agrees to protect, indemnify and save harmless County from and against any and all claims, demands and causes of action of any nature whatsoever and any expenses incident to the defense of and by County therefrom, for injury to or death of persons or loss of damage to property occurring in the course of services performed under this Agreement, except for any liability arising because of acts of County or its agents. County agrees not to encourage, aid or abet any person making a claim under this paragraph and agrees to cooperate with Operator to the best of County's ability in the defense of any such claim.

DEFAULT. In the event that Operator shall fail to comply with any term, condition, or covenant of this Agreement, County shall give to Operator written notice of said default, which notice shall specify in detail the nature of the claimed default, and Operator shall have forty-five (45) days after receipt of said notice within to rectify the default. If the default is not corrected within the forty-five (45) day period, County may terminate this Agreement immediately.

Operator covenants and agrees that if Operator shall at any time fail to perform any act, covenant, term, condition or agreement of Operator's part to be performed under this Agreement, County may, but shall not be obligated to perform any such act, covenant, term, condition or agreement for or on the behalf of Operator, without notice, other than any notice required to be given pursuant to this Agreement, and Operator shall reimburse County for all sums paid by County and all necessary incidental costs and expenses in connection with the performance of any such act by County.

LEASE OF PREMISES. The parties hereto will enter into a lease of the Facility premises which lease is made part of this Agreement. Any default on said lease by Operator shall be default on this Agreement. This Agreement shall also terminate at any time the lease between the Operator and County should terminate.

INVALIDITY OF PARTICULAR PROVISION. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to the extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

APPROVAL. This Agreement is conditioned upon approval by the Social Security Administration and the Iowa Department of Human Services.

ASSIGNMENT. This Agreement shall be binding on parties hereto and neither party shall assign or transfer its interest in this Agreement without the written consent of the other party.

LIMITED WAIVER. The failure of the County to insist on a strict performance of any of the terms and conditions hereto shall be deemed a waiver of the rights and remedies that County may have regarding that specific instance only and shall not be deemed a waiver of any subsequent breach or default in any terms and conditions.

CANCELLATION. The parties agree that either party may cancel this Agreement at any time by giving the other party thirty (30) days written notice. The written notice should be by certified mail.

Dated this Fourth day of June, 2012

Mahaska County, Iowa

Country Life Health Care, Inc.

By: _____
Chairperson, Board of Supervisors

By: _____
Randall Kelley, Administrator

By: _____
Member, Board of Supervisors

By: _____
Member, Board of Supervisors

It was moved by Rozenboom seconded by VanWeelden to approve the following 28E Agreement Regarding Insurance Between Mahaska County and Country Life Health Care, Inc. All present voted aye. Motion carried.

28E AGREEMENT REGARDING INSURANCE BETWEEN
MAHASKA COUNTY, IOWA AND COUNTRY LIFE HEALTH CARE, INC.

1. This Agreement is entered into by Country Life Health care, Inc., a nonprofit private agency hereinafter referred to as "Operator", and Mahaska County, a political subdivision of the State of Iowa, hereinafter referred to as "County", pursuant to Chapter 28E of the 1989 Code of Iowa.
2. Whereas the parties have entered into a separate written agreement entitled "Agreement between Mahaska County, Iowa, and Country Life Health Care, Inc.", hereinafter referred to as "Operation Agreement", regarding the operation of the Mahaska County Care Facility, hereinafter referred to as "Facility", to be operated according to specific terms and conditions as set forth in the Operation Agreement, it is the purpose of this Section 28E Agreement regarding Insurance, hereinafter referred to as "28E Insurance Agreement", to provide insurance coverage for Operator's employees who work at the Facility, said employees hereinafter referred to as "Facility Employees", for the duration, and limited to the duration, of the life of the Operation Agreement.
3. Group dental insurance shall be provided to all Facility Employees, but only during such times as the Operation Agreement is in effect. The dental coverage for Facility Employees shall be identical to that coverage provided to all employees of the

County as set forth in the Master Agreement between the claims administrator First Administrators, Inc. and County, and said Master Agreement is incorporated herein by reference.

4. Group health insurance shall be provided to all Facility Employees, but only during such times as the Operation Agreement is in effect. The health insurance coverage for the Facility Employees shall be identical to that coverage provided to all employees of the County, as set forth in the Master Agreement between the claims administrator First Administrators, Inc. and County, and said Master Agreement is incorporated herein by reference.
5. Group life insurance shall be provided to all Facility Employees, but only during such times as the Operation Agreement is in effect. The life insurance coverage for the Facility Employees shall be identical to that coverage provided to all employees of the County, as set forth in the Master Agreement between Madison National Life Insurance Company and County, and said Master Agreement is incorporated here by reference.
6. Group pharmacy insurance shall be provided to all Facility Employees, but only during such times as the Operation Agreement is in effect. The pharmacy insurance coverage shall be identical to that coverage provided to all employees of the County as set forth in the Master Agreement between the claims administrator First Administrators, Inc. and County, and said Master Agreement is incorporated here by reference.
7. Group vision insurance shall be provided to all Facility Employees, but only during such times as the Operation Agreement is in effect. The vision insurance coverage shall be identical to that coverage provided to all employees of the County as set forth in the Master Agreement between the claims administrator First Administrators, Inc. and County, and said Master Agreement is incorporated here by reference.
8. This 28E Insurance Agreement shall be overseen by a joint board consisting of the Board of Directors of Country Life Health Care, Inc. and the Board of Supervisors of Mahaska County.
9. The Operator agrees to pay premiums per employee to the Mahaska County Auditor by the 25th of each month. The Mahaska County Auditor shall then deposit the premium in the Mahaska County Employee's Trust Fund. Claims shall then be paid out of the Mahaska County Employee's Trust Fund. The monthly premium amount per employee for the period July 1, 2012 through June 30, 2013, will be as follows: for the medical insurance coverage \$1277.00 for a family, and \$524.00 for a single employee; for dental insurance coverage \$30.00 for a single employee and \$70.00 for a family; for life insurance coverage it shall be \$2.20 per employee; for vision insurance coverage \$11.00 for a single employee and \$22.00 for a family. The Operator shall pay the said premiums to the Mahaska County Auditor by the 25th of

each month, and said premiums are for coverage beginning the first day of the following month; for example, premiums paid by May 25th are for coverage beginning June 1 of that year. Operator agrees that each premium year shall run from July 1 through June 30, and that the Operator shall abide by the decisions made jointly between the County Board of Supervisors and the insurance providers with regard to the monthly premium amount set per premium year. Insurance coverage for Facility Employees shall begin July 1, 2012, provided said premium is timely paid. New Facility Employees shall not be covered until the first of the second month following the month in which they start.

10. The parties agree that either party may cancel this agreement at any time by giving the other party thirty (30) days written notice. The written notice should be by certified mail.
11. A failure on behalf of the Operator to timely make the premium payments provided for herein shall be considered a voluntary termination of this agreement by the Operator.
12. If any term or provision of this agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this agreement, or the application of such terms or provisions to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.

Dated this Fourth day of June, 2012.

Chairperson
Mahaska County Board of Supervisors

Randall Kelley, Administrator
Country Life Health Care, Inc.

At 9:30 a.m. it was moved by Rozenboom seconded by VanWeelden to go in to closed session subject to Iowa Code section 21.5. All present voted aye. Motion carried.

Following the session it was moved by VanWeelden seconded by Rozenboom to go out of closed session. All present voted aye. Motion carried.

It was moved by Rozenboom seconded by VanWeelden to approve the settlement agreement presented, which is a release by Western and covenant not to sue. All present voted aye. Motion carried.

It was moved by Rozenboom seconded by VanWeelden to authorize the following transfer of jurisdiction per 28E agreement presented regarding .8 miles of Co Road V41 within the city limits of University Park with an effective date of January 3, 2012. All present voted aye. Motion carried.

28E Agreement

To Transfer Jurisdiction and Control
of Farm to Market Extensions

Within the City of University Park's Corporate Limits

This agreement made and entered into by and between the City of University Park, Iowa, hereinafter referred to as the City, and Mahaska County, Iowa hereinafter referred to as the County.

In accord with Chapter 28E and other relevant sections of the Code of Iowa, the City and County enter into the following agreement regarding jurisdiction and control of the Farm to Market (F-M) extensions located within the City's corporate limits ("the F-M extensions").

1. The City and County desire to reach an equitable agreement concerning functions to be performed and financial responsibilities of each party for the F-M extensions. Pursuant to this agreement, the City will be responsible for all maintenance and construction within the right of way, including the roadway.
2. The F-M extensions to be included within the scope of this agreement shall be listed by description and shown on a map, which shall be attached to and become a part of this agreement.

<u>F-M Extension</u>	<u>Description</u>
Burlington Road (County Road V41)	From easterly city limits to westerly city limits in University Park (0.8 miles)

3. Responsibilities for maintenance of the F-M extensions under this agreement are:
 - A. County responsibilities: Pursuant to this agreement, the City accepts jurisdiction and control of the F-M extensions, and accepts full responsibility for all maintenance and repair of the F-M extensions.
 - B. City Responsibilities: All maintenance and repair of the right of way, including but not limited to:
 1. Pavement: Maintain and repair the roadway.
 2. Traffic Services: Maintain, repair and provide energy to street lighting. Provide regulatory and warning signing on F-M extensions as well as stop signs on appropriate streets that intersect the roadway.
 3. Drainage: Maintain roadway drainage structures.
 4. Winter Maintenance: Plow and treat roadway pavement pursuant to the City policy. Clear sidewalks as per City policy.
 5. Maintain roadway right of way including sidewalks as per City policy.
4. All traffic control devices shall conform to the "Uniform Traffic Control Devices". The City shall establish speed limits.
5. The City and County further agree that the City will:

- A. Prevent erection or encroachment of any private signs within or overhanging the right of way that could obstruct the view of any traffic control devices or any portion of the roadway as per Section 319.10 of the Code of Iowa.
 - B. Comply with all current statutes and regulations pertaining to over length and over weight vehicles using the County roads.
 - C. Administer the City's utility policy for any construction or maintenance within the right of way.
 - D. Administer the City's access control policy for any change to an existing entrance or for the construction of a new entrance.
 - E. Resurface, rehabilitate or reconstruct the F-M extensions as necessary.
 - F. Retain ownership of any utilities that are currently within their jurisdiction.
6. Each party will entirely finance its own obligations undertaken herein. No real or personal property acquired by either party will be subject to this agreement.
7. The County Engineer and the City Clerk shall administer this agreement as per Section 28E.6 of the Code of Iowa in consultation with the Board of Supervisors and the City Council.
8. This agreement shall not prohibit the City from employing a private contractor to perform work associated with this agreement.
9. In consideration of the duties outlined in this agreement, the County will reimburse the City the full amount of the annual Road Use Tax Fund that is allocated for maintenance of said F- M extensions.
10. This agreement commences January 3, 2012, and shall be in effect in perpetuity. However, this agreement may be terminated if both parties mutually agree in writing to end the 28E.
11. Each party is responsible for liability occurring as a result of the acts or omissions in performing its obligations under this agreement. The City shall protect, indemnify, defend, and hold harmless the County for acts or omissions of the City, its officers, employees, agents, and assigns with respect to the obligations of the City under this agreement. The County shall protect, indemnify, defend, and hold harmless the City for acts or omissions of the County, its officers, employees, agents, and assigns with respect to the obligations of the County under this agreement.
12. This agreement is effective upon filing and recording as required by law.

IN WITNESS WHEREOF, the City and County have set their hands for the purposes herein expressed, on the dates indicated below.

By _____	By _____.
Chair, Board of Supervisors	Mayor
Date _____	Date _____
Attest _____	Attest _____
County Auditor	City Clerk

It was moved by VanWeelden seconded by Rozenboom to approve the hiring of Matthew Denburger in the Secondary Roads Department full time laborer position subject to successful completion of pre-employment physical at \$15.15 per hour. All present voted aye. Motion carried.

It was moved by VanWeelden seconded by Rozenboom to approve Secondary Road non-union salary adjustments beginning July 1, 2012 as proposed by the engineer. All present voted aye. Motion carried.

There were no public comments today.

It was moved by VanWeelden seconded by Rozenboom to adjourn. All present voted aye. Motion carried.

Greg Gordy, Chairman
Mahaska County Board of Supervisors

ATTEST: _____
Susan L. Brown, Mahaska County Deputy Auditor